



REQUEST FOR QUOTATION

RFQ: VSQ07-071

Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814

SOLICITATION NUMBER: VSQ07-071

SOLICITATION DUE DATE/TIME: September 19, 2006 at 3:00 P.M. Mountain Standard Time

SITE TOUR: September 11, 2006 at 10:30 A.M. Mountain Standard Time
Attendance at a site tour is required to submit a quote. See Instructions for Quotations, page 3, for additional information.

CONTRACT DELIVERY: Upon Award.

DESCRIPTION OF PROCUREMENT: Production Services

SOLICITATION SUBMITAL: **OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-297-6683 OR DELIVERED TO THE FOLLOWING ADDRESS.**

Arizona Department of Veterans' Services
Arizona State Veterans Home
4141 N. 3rd Street
Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Tammy Vogel
Procurement Officer
602-263-1828
Telephone Number

Solicitation Contact Person:
Diana Martinez
602-263-1814
Telephone Number
E-mail: dmartinez@azdvs.gov

Date:



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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification Number :

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip Code

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to the public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulation required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. Executive Order 2004-09 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Women-Owned and/or Minority-Owned firms. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than 4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned. When practical, purchases/contracts less than \$50,000 will be made from small businesses.
5. **The bidder certifies that the above referenced organization ____is/____is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, ect., and the Contractor's Offer as accepted by the State

This contract shall henceforth be referred to as Contract No. _____

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed

The Offer is hereby accepted.

State of Arizona

Awarded this _____ day of _____, 2006

Tammy Vogel, Purchasing Officer



INSTRUCTIONS FOR QUOTATIONS

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UNIFORM INSTRUCTIONS TO OFFERORS AND UNIFORM TERMS AND CONDITIONS: The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through Enterprise Procurement Services (EPS) at <http://www.azeps.az.gov> or (602) 542-5511 and by calling the Arizona Department of Veterans' Services (602-263-1814).

SUBMISSION: Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

OPENING: This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

BID REJECTION: The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

ERASURE: Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

SITE TOUR: A Site Tour will be scheduled for September 11, 2006 at 10:30 a.m. The Contractor will be taken on a tour of the facilities. In order to submit a quote attending a walk-thru is required. If the Contractor is unable to attend the tour on the date scheduled, contact Diana Martinez at (602) 263-1814 to re-schedule. The Contractor will be given the opportunity to carefully examine the entire site of the task and to make all necessary equipment and scheduling arrangements to complete all of the work in accordance with the specifications attached hereto.

BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.

UNIT PRICE: In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

REFERENCES: Offerors shall submit the names and telephone numbers of contact for three similar sized organizations where services of a similar nature have been preformed. At least three (3) references must be submitted on the offeror's prior experience questionnaire. The contractor shall provide references on Attachment A, page 16.

SAMPLES: The Offeror shall provide at least three (3) samples of successful projects completed similar to the one described herein.

EVALUATION (RFQ/FOD): In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars (\$50,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.

DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of the invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

ADDITIONAL DISCOUNTS: Contractor's shall provide a percentage discount for any additional work requested by the Arizona Department of Veterans' Services (ADVS).

CLARIFICATIONS: Upon receipt and opening of proposals submitted in response to this solicitation, ADVS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS: By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The offer shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.



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OFFSHORE PERFORMANCE OF WORK PROHIBITED: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically state otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offers shall declare all anticipated offshore services in the proposal.

SOLICITATION AMENDMENTS: The Fax-On-Demand system is unable to determine which potential offerors will be submitting a quotation; therefore, prior to offerors submitting their quotations, the offeror may contact the contract Officer, identified on Page 1 of this solicitation document, to determine if there are any amendments.

REASONS FOR CANCELLATION: Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause to IMMEDIATE cancellation of the contract.

VENDOR REGISTRATION: Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed Form W-9 on file with the Financial Services Division. No payments shall be made until the forms are on file. For questions pertaining to this paragraph, vendors may contact Deb Ludington at (602)-351-6881.

QUESTIONS: Questions concerning this solicitation may be directed to Diana Martinez (602) 263-1814.



SPECIAL TERMS AND CONDITIONS

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1. **PURPOSE:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Department of Veterans' Services located at 4141 North 3rd Street, Phoenix, AZ 85012 intends to establish a contract for the material or services listed herein in this solicitation.
2. **TERM OF CONTRACT (1 YEAR):** The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.
3. **CONTRACT EXTENSION, 48 MONTHS:** By mutual written agreement, any resultant contract may be extended in twelve (12) month increments for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the date of the contract award, or \$50,000, whichever comes first.
4. **CONTRACT TYPE:**
5. ☒ Fixed Price
6. **LICENSES:** The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the contractor. At contract award, Contractor shall furnish proof if requested by the Arizona Department of Veterans' Services.
7. **AMENDMENTS:** Any change in the contract including the Specifications described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.
8. **OWNERSHIP:** All deliverables/and or other product of the contract (including but not limited to all raw footage, documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of ADVS, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.
9. **DAMAGE OF PRINT PRODUCTION MEDIA:** All originals, photographs, artwork, paste-ups, negative, dies and /or magnetic media shall be in usable condition and any damage thereof shall be considered the responsibility of the contractor.
10. **AUTHORITY TO CONTRACT:** This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
11. **AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
12. **CANCELLATION (IMMEDIATE):** This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.
13. **INDEPENDENT CONTRACTOR:** The Contractor shall represent himself as an independent contractor and shall not represent himself as an employee of the State. The contractor shall be responsible for all taxes, FICA, employee fringe benefits, workers compensation, and employee insurances.



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14. **KEY PERSONNEL:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of ADVS.
15. **PROTECTION OF FACILITIES AND GROUNDS:** The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. Any damage to state property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to ADVS satisfaction.
16. **CIVIL RIGHTS:**
- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and in accordance with said Act, no person on the grounds of race, color, sex, creed, religion, or national original shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
 - B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5 (PROHIBITION OF DISCRIMINATION OF STATE CONTRACT, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS), which is hereby made a part of this contract by reference. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph of said Executive Order are required for posting by the Contractor.
 - C. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant because of race, color, sex, creed or national original.
 - D. In addition, Contractor agrees to comply with the Federal Immigration Reform Act, Clear Air and Water Act, and Americans with Disabilities Act and the Arizonans with Disabilities Act.
17. **ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the number of service units required.
18. **ADDITIONAL WORK:** ADVS may authorize the Contractor to perform additional work when such work is required. Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. All additional work shall commence on the specified date established and the Contractor shall proceed diligently to complete work within the time allotted.
19. **INDEMNIFICATION:**
- Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.



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This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |
| • Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| • Fire Legal Liability | \$ 25,000 |
| • Each Occurrence | \$ 500,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000



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- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by



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this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
20. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
21. **PRICE ADJUSTMENT: (AFTER 1 YEAR):** The Arizona Department of Veterans' Services may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Veterans' Services shall determine whether the requested price increase or an alternate option ins in the best interest of the State. The contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers. The price increase adjustment, if approved, will be effective up the first day of the month following approval.
22. **INVOICING:** All billing notices or invoices shall be sent to ADVS 'bill to address' which appears on the contract /purchase order and should contain, at a minimum, the following information:
1. Name and address of the contractor;
 2. Both the contract number and purchase order number;
 3. The contractor's federal tax identification number;
 4. The contractor's remittance address;
 5. A description of the goods or services provided;
 6. Quantity and delivery/service timeframe;
 7. Itemized (if applicable) and total invoice pricing.
23. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
24. **SAFETY STANDARDS:** All equipment and/or supplies utilized under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and The National Fire Protection Association Standards and Maricopa County Regulations (VOC's).
25. **SUBCONTRACTORS:** It is essential that the contractor provide an adequate subcontractor, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, subcontractors shall not be removed or replaced without the prior written approval of the issuing agency and a copy to purchasing office of record. The contractor shall provide a list of subcontractors that will be utilized to perform services under the resultant contract.
26. **SITE CLEAN UP:** The contractor shall be responsible for the removal of all materials, debris and residue resulting from the performance of the service. All work areas shall be maintained in a clean and orderly manner throughout each work day.



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27. **TAX EXEMPTION:** The facility listed within this solicitation has been granted a tax exempt status. The Department will provide the awarded Contractor(s) , on an annual basis, a copy of the tax exemption certificate.
28. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Veterans' Services (ADVS) in the course of performance of the contract so that both the ADVS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADVS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADVS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- If requested by the ADVS, Contractor agrees to sign the "Arizona Department of Veterans' Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADVS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADVS HIPAA Compliance Officer.
29. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers
30. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:** By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the state suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



SPECIFICATIONS

RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

1. **PURPOSE:**

It is the intention of the Arizona Department of Veterans' Services (ADVS) to seek offers, and to enter into a contract to provide production services at the Arizona State Veterans' Home (ASVH).

2. **SCOPE OF SERVICES:**

The Contractor shall be responsible for preparing and administering an informational Marketing DVD for the Arizona Department of Veterans' Services (ADVS). The DVD will be utilized by the ADVS marketing staff for presentations to the public. The DVD will include informative sections and options to view separate services provided by the agency. The DVD will include the following overview sections; Arizona State Veteran Home, Education, Fiduciary, Adult Day Health Care, Veteran Benefit Counseling, Southern Arizona Veteran Cemetery, Freedom Plates and License Plates.

The type and amount of services required by ADVS vary depending upon budgets and in-house expertise as well as the size and nature of the project. Many different disciplines will be required to fulfill the needs of ADVS. This contract shall be on an "as needed, if needed" basis. The Contractor shall be responsible for providing, but not limited to, the following services:

2.1. **Production Services**

The Contractor shall perform all functions normally required of a Production Company for the preparation of advertising in various media as ADVS shall direct or deem necessary.

Service requirements under this contract category may include, but are not limited to, the following:

2.1.1. **Plan And Budget**

The Contractor shall develop a budget for any proposed ADVS production project. ADVS will provide the Contractor with a target amount for production services and will expect the Contractor to develop a cost-efficient plan that is responsive to ADVS's needs. Plans are subject to approval by ADVS. The plan and budget shall provide a breakdown of proposed spending by media type and proposed production costs categories.

2.1.2. **Production**

Under the direction of ADVS, the Contractor shall be responsible for the creation and production of effective advertising materials including, but not limited to, DVD format, radio and television.

2.1.2.1. The Contractor shall provide ADVS with a timely response to its advertising needs and schedules for all projects. Sufficient time will be allowed for developing the project, editing and revising the product per ADVS request, obtaining final approval from ADVS staff, producing the final product, and distributing the finished product according to ADVS specifications. In most cases, materials will be delivered to ADVS's central office.

2.1.2.2. When producing any creative work, the Contractor shall not vary from approved scripts, storyboards, or print layouts without ADVS approval. Failure to adhere to approved scripts, storyboards, or layouts may void ADVS's approval of the estimate for the project. The Contractor shall be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with ADVS's approval.

2.1.2.3. The Contractor shall provide all necessary components needed to produce television and radio commercials. These components include, but are not limited to: directorial services, production management, audio recording, music, graphics, film crew, talent, editing personnel, film transfer, and telecine.

2.1.2.4. Contractor must have the capability to shoot in the following formats: DH (and edit in HD), DV, Digi Beta, 16mm, Super 16mm, and 35mm.

2.1.2.5. The Contractor shall provide all necessary duplication services for distribution of the produced material. For audio, the Contractor must be able to provide the following duplication formats: cassette, CD, DAT. In addition, the contractor must have an electronic delivery method such as DGS and other appropriate formats as needed.

2.1.2.6. The Contractor must collaborate with ADVS on all aspects of the production process, including but



SPECIFICATIONS

RFQ: VSQ07-071

**Arizona Department of
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4141 N. 3rd Street
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not limited to, storyboard creation, scripting, translation, location scouting, casting, shooting, audio recording, editing, effects, duplication and trafficking.

- 2.1.2.7. The Contractor shall assist with dubbing, transcribing, and duplication of material for broadcasting services, and with "mechanical art" for print in newspaper, magazines or other publications.
- 2.1.2.8. The Contractor shall obtain the most cost-effective talent and usage agreements involving Screen Actors Guild (SAG) or American Federation of Radio and Television Artists (AFTRA) talent as appropriate and recommend extended talent cycles and buyouts in cases when additional uses of advertisements and their components are anticipated and approved in advance by ADVS.

3. **REQUIREMENTS:**

- 3.1. The Contractor shall have 45 days to complete the project. Any deviance from timeframe will be deducted from the Contractor's fees. The Contractor shall be deducted a 5% from fees for each day delayed due to the Contractor. A percentage will not be deducted from fees if delays are due to ADVS.
- 3.2. The Contractor shall maintain a full-time office in Arizona so that contractor staff can be readily available to ADVS on a daily basis.
- 3.3. The Contractor's staff shall be available for meetings at ADVS's office at ADVS's discretion with a 48 hour notice.
- 3.4. The Contractor shall make no commitments on behalf of the Agency without prior written approval.
- 3.5. The Contractor shall make recommendations regarding ways to generate cost savings wherever possible.
- 3.6. The Contractor shall be able to transfer documents, creative artwork and files electronically using a mutually agreed upon format (e.g., PDF).
- 3.7. The Contractor must manage the Agency's account in a business-like manner, consistent with the Agency's needs, and conform to the highest possible industry and quality standards. This includes, but is not limited to, adequate staffing to provide effective cost tracking and detailed invoicing as required by the Agency.
- 3.8. The Contractor shall identify for the Agency the staff member servicing as Point of Contact.
- 3.9. The Contractor shall advise Agency of emerging technologies and provide Agency with services using emerging technologies as appropriate.
- 3.10. The Contractor shall provide personnel that have extensive knowledge and experience in the media and production field.
- 3.11. The contractor shall maintain speed limit in parking lot for the safety of residents who reside at ASVH.
- 3.12. The contractor shall follow safety guidelines for parked vehicles, residents and visitors.
- 3.13. The contractor shall provide references on Attachment A, page 16, for three similar sized organizations where services of a similar nature have been preformed.
- 3.14. The Contractor shall provide a list of sub-contractors on Attachment B, page 17, which will be utilized for each job detail.

4. **NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS:**



SPECIFICATIONS

RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

- 4.1. Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:
- Arizona Department of Veterans' Services
Accounts Payable
3839 N. Third Street, Suite 109
Phoenix, AZ 85012
Phone: (602) 234-8400 Fax: (602) 265-3497
- 4.2. Contract Amendments, Correspondence, Purchase Order inquiries shall be sent to the following address:
- Arizona Department of Veterans' services
Purchasing Office
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: (602) 263-1814 Fax: (602) 222-6687
- 4.3. Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.
- 4.4. Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:
- Contractor
Address
Address
City, State, Zip



PRICE SHEET
RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

Description	Price
Pricing Option #1 Marketing DVD Creation/Production shall include at a minimum the following services: Editorial Cost, Talent Costs, Equipment Costs, Raw Stock, Crew Labor, and Editing	Project Cost Inclusive All \$ _____
Pricing Option #2 Production Services	Hourly Rate \$ _____
Project Discount	% _____

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF
VETERANS' SERVICES**
4141 n. 3RD Street
Phoenix, AZ 85012
602-263-1814

RFQ: VSQ07-071

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY		COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	A		
	B		
Name And Address of Insured	C		
	D		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
	<input type="checkbox"/>	Comprehensive General Liability				
	<input type="checkbox"/>	Premises Operations				
	<input type="checkbox"/>	Contractual				
	<input type="checkbox"/>	Independent Contractors				
	<input type="checkbox"/>	Products/Completed Operations				
	<input type="checkbox"/>	Personal Injury				
	<input type="checkbox"/>	Broad Form Property Damage				
	<input type="checkbox"/>	Explosion & Collapse (If Applicable)				
	<input type="checkbox"/>	Underground Hazard (If Applicable)				
	<input type="checkbox"/>	Comprehensive Auto Liability Including Non-Owned (If Applicable)				
	<input type="checkbox"/>	Umbrella Liability				
	<input type="checkbox"/>	Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/>	Other				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued

Authorized Representative



ATTACHMENT A: OFFEROR'S References

RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

Note: Bidders must submit Offerors Experience Questionnaire for at least three (3) similar sized organizations for whom services of a similar nature have been provided.

Contract Title: _____

Contract Period: From: _____ To: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ e-mail address: _____

Description of Services Performed: _____

NOTE: Additional copies of this form should be made to provide evidence of additional experience.



**ATTACHMENT B: SUB-CONTRACTOR
INFORMATION**

RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

e-mail address: _____

Description of work performed: _____

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

e-mail address: _____

Description of work performed: _____

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

e-mail address: _____

Description of work performed: _____

NOTE: Additional copies of this form should be made to provide information of all subcontractors utilized to perform services.



ATTACHMENT C: CHECKLIST

RFQ: VSQ07-071

**Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : (602) 263-1814**

REQUEST FOR QUOTATION (FOD) CHECKLIST

The information listed below is supplied for the Contractor's convenience. The list identifies sections that must be completed by the Contractor and additional information that is required to be submitted with the bid.

The checklist must be returned with the bid.

ITEM

PLEASE CHECK WHEN COMPLETED

OFFER AND ACCEPTANCE

INSTRUCTIONS FOR QUOTATIONS

SPECIAL TERMS AND CONDITIONS

CERTIFICATE OF INSURANCE (upon award)

PRICE SHEET

ATTACHMENT A

ATTACHMENT B

ATTACHMENT C

W-9 (to download form go to www.gao.state.az.us/vendor/)
